CONFLICT OF LAWS — TESTAMENTARY SUCCESSION — PRIVITY BETWEEN DIFFERENT REPRESENTATIVES OF SAME DECEDENT. — The plaintiff obtained a judgment on a note made by the decedent against the domiciliary executor in Michigan. He then brought an action on this judgment against the administrator *cum testamento annexo* of the same decedent in California, after the original claim was barred by the short statute of limitations. *Held*, that the Michigan judgment is not only not the basis of an action, but is not even evidence against the California administrator. *Richards* v. *Blaisdell*, 106 Pac. 732 (Cal., Ct. App.).

Where a decedent leaves property in several states, authority to deal with it must be obtained from the sovereign of the *situs*, and letters testamentary have no legal force beyond the territorial jurisdiction of such sovereign. *Dixon* v. *Ramsey*, 3 Cranch (U. S.) 319. Since the property in each state is thus treated as an independent estate, the doctrine of the principal case that a judgment against one representative is not evidence against another in a different state, is in accordance with authority and principle. *Stacy* v. *Thrasher*, 6 How. (U. S.) 44. It is applied though the same person is administrator in both states. *Johnson* v. *Johnson*, 63 Hun (N. Y.) 1. A distinction is made in case a testator has appointed two executors in different states. *Hill* v. *Tucker*, 13 How. (U. S.) 458. See *Garland* v. *Garland*, 84 Va. 181; *Carpenter* v. *Strange*, 141 U. S. 87. It is said that there is privity between such executors, for while the authority of administrators rests solely upon appointment by a court of probate, the authority of executors is derived from the testator through the will. The distinction seems unsound, for neither the executor nor the administrator has power to act until the probate court has granted letters testamentary or letters of administration. See *Dixon* v. *Ramsey*, *supra*.

CONSPIRACY — CRIMINAL LIABILITY — INDEMNIFICATION OF CRIMINAL BAIL AS A CRIMINAL CONSPIRACY. — The defendant was indicted for a criminal conspiracy to indemnify bail against the absconding of the prisoner. The jury found that the defendant, the bail, entered the agreement of indemnity innocently, with no intent to obstruct the administration of justice or to cause his principal to abscond. *Held*, that the defendant is guilty. *Rex* v. *Porter*, 26 T. L. R. 200 (Eng., Ct. Crim. App., Dec. 17, 1909). See NOTES, p. 560.

CONSTITUTIONAL LAW — EQUAL PROTECTION OF THE LAWS — APPLICATION TO FOREIGN CORPORATIONS. — An Alabama statute taxed all foreign corporations on their capital stock. A corporation which had previously entered the state upon a compliance with certain statutory provisions, refused to pay this tax on the ground that it was not also levied on domestic corporations. *Held*, that the statute is unconstitutional. *Southern Railway Co.* v. *Green*, 30 Sup. Ct. 287. See NOTES, p. 549.

CONSTITUTIONAL LAW — INTERSTATE COMMERCE — EXCLUSION OF THE LOCAL BUSINESS OF A FOREIGN CORPORATION ENGAGED IN INTERSTATE COMMERCE. — A Kansas statute, among other stipulations, imposed a tax of a certain percentage of the capital stock on all foreign corporations seeking, or continuing to do, business within the state. For non-payment of this tax, it was sought to oust the local business of two foreign corporations that had been engaged for many years in both intrastate and interstate commerce within Kansas. *Held*, that the statute is unconstitutional. *The Western Union Co.* v. *Kansas*, 216 U. S. 1; *The Pullman Co.* v. *Kansas*, 216 U. S. 54. See NOTES, p. 549.

CONSTITUTIONAL LAW — VESTED RIGHTS — REPEAL OF STATUTE GIVING RIGHT OF ACTION. — A statute allowed recovery from the city for damages consequent upon the grading of certain streets under eminent domain proceedings. The statute was repealed while the plaintiff's action was pending. *Held*, that the plaintiff cannot recover. *Ettor* v. *City of Tacoma*, 106 Pac. 478 (Wash.).

The repeal of a statute does not affect rights which have become vested under it. *Steamship Co.* v. *Joliffe*, 2 Wall. (U. S.) 450. But all inchoate interests are extinguished. *Hampton* v. *Commonwealth*, 19 Pa. St. 329. There is no vested right in a particular remedy. *Lord* v. *Chadbourne*, 42 Me. 429. And the repeal of a statute creating a crime terminates all proceedings under it not prosecuted to final judgment. *Commonwealth* v. *Marshall*, 28 Mass. 350. But a common law cause of action is a vested right. *Dorsey* v. *Kyle*, 30 Md. 512. And where a statute imposes a duty a violation of which constitutes negligence, a subsequent repeal does not remove liability previously incurred. *Gorman* v. *McArdle*, 67 Hun (N. Y.) 484. Rights attached by statute to a contract relation are unaffected by a subsequent repeal of the statute. *McCann* v. *City of New York*, 52 N. Y. App. Div. 358. But the weight of authority supports the principal case in laying down the general rule that a right of action created by statute is not a vested right. *Vance* v. *Rankin*, 194 Ill. 625; *Globe Publishing Company* v. *State Bank of Nebraska*, 41 Neb. 175. It is submitted that these decisions are based on a confusion between the remedy and the right and are unsupportable on principle. If the legislature has given a remedy, it has at the same time created a right; and this right vests independently of suit or judgment. *Hunt* v. *Gulick*, 9 N. J. L. 205.

CORPORATIONS — PROMOTERS — EFFECT OF CORPORATION'S ASSENT TO FRAUDULENT SALE. — The promoters of a corporation sold to it a patent at an enormous profit. All the existing stockholders assented with knowledge of the fraud. Subsequently the plaintiffs bought stock at par from the treasury. A bill in equity was brought joining the promoters and the corporation and praying for the surrender of the stock issued to the promoters in excess of the value of the patent. *Held*, that the plaintiffs are entitled to the relief sought. *Mason* v. *Carrothers*, 74 Atl. 1030 (Me.).

If a promoter in selling to a corporation fails to provide an independent board of directors and disclose all material facts, he is liable in equity for all secret unfair profits. *Erlanger* v. *New Sombrero Phosphate Co.*, 3 A. C. 1218. But if all the shareholders assent to the sale with knowledge of the fraud, obviously the corporation cannot recover. If innocent parties have subsequently bought shares, some courts have allowed the corporation to recover in spite of its previous assent, except in cases where the subsequent issue of stock was not directly from the treasury or was not part of the original scheme of the promoters. *Old Dominion, etc. Co.* v. *Bigelow*, 188 Mass. 315, 203 Mass. 159. *Re British Seamless Paper Box Co.*, 17 Ch. D. 467. See 22 HARV. L. REV. 48. This remedy seems unjustifiably to disregard the corporate fiction, for it benefits the guilty as well as the innocent shareholders. *Old Dominion, etc. Co.* v. *Lewisohn*, 210 U. S. 206. Moreover, the exception, based on the compass of the original scheme and the issuance of the stock from the treasury, seems artificial, for there is injury and guilt equally in both cases. The principal case also seems wrong in allowing subsequent stockholders to sue, for the stockholders' rights are derivative from the corporation which is joined in the bill as a defendant, just as a recusant trustee may be joined as defendant to work out the *cestui's* rights against a third party. See *Russell* v. *Wakefield Waterworks Co.*, L. R. 20 Eq. 474. It is submitted that the plaintiff's proper remedy is an action at law against the promoters for deceit, on the ground of an implied representation that approximately full value had been paid to the company for the stocks previously issued. See *Coles* v. *Kennedy*, 81 Ia. 360.

CORPORATIONS — STOCKHOLDERS: INDIVIDUAL LIABILITY TO CORPORATION AND CREDITORS — EFFECT OF TRANSFERS MADE TO ESCAPE LIABILITY. — An owner of shares not fully paid up, hearing that the company was in financial difficulties, for the purpose of avoiding liability made an absolute transfer of the shares to a man of straw, not assuming any obligation to indemnify the trans-